

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 12	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 07-Aug-2003		4. REQUISITION/PURCHASE REQ. NO. W81W3G-3164-2902		5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715		CODE CW31		7. ADMINISTERED BY (If other than item 6) CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW31-03-T-0101	
				X		9B. DATED (SEE ITEM 11) 31-Jul-2003	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SOLICITATION NO. DACW31-03-T-0101 FOR DELIVERY, AND INSTALLATION OF TREES AT RAYSTOWN LAKE PROJECT IS HEREBY AMENDED PER THE ATTACHED SUMMARY OF CHANGES. SOLICITATION IS NOT EXTENDED							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 07-Aug-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 1 SCOPE CHANGE

Scope of Work Amendment Change.

Stakes approximately 3/4" x 1 1/2 " by 36" long need to be a part of the tubes. Stakes are to be pressure treated.

C.2.4 Rewritten as:

Furnished Materials. The Corps of Engineers shall furnish:

- Topsoil if needed to backfill planting pits.
- Fertilizer and tree inoculants
- Weed guard mat barriers
- All bare root seedlings, up to 24 inches for spring and fall plantings.
- Root inoculations and fertilizer if determined necessary.

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

STATEMENT OF WORK**SECTION C****DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT****C.1. Installation of Wildlife Habitat Trees – Scope of Work****C.1.1. Installation Requirements**

C.1.1.1. The Contractor will be required to install wildlife habitat trees at Raystown Lake in accordance with the Bid Specifications. See Appendix A, Bid Specifications.

C.1.1.2 . The Contractor shall provide labor, equipment, materials, and accessories necessary to procure and install the wildlife habitat trees.

C.1.1.3. The Contractor may be limited to a designated entry and exit area to avoid conflicts with park visitors. Any conflicts that arise between the Contractor or his personnel and the visiting public will be addressed by the Contracting Officer or his/her Designated Representative.

C.1.1.4. The Contractor will be required to attend a pre-work conference prior to beginning work. The pre-work conference will be conducted at the Raystown Lake Ranger Office.

C.2. Material and Equipment Requirements

C.2.1. The Contractor will provide the following:

- All manual, electric or power driven equipment necessary to install trees.
- All trees, other than government provided seedlings, as specified in the Bid Sheet.
- All fence and t-post for tree protection.
- Labor sufficient to install wildlife habitat trees and plant protections including wet mat barriers, fencing, trunk protectors and fertilizer provided by the government.
- Transportation of personnel and material to areas throughout the Raystown Project.

C.2.2. Costs incurred due to damage(s) to any government facility caused by the Contractor and/or his employees will be the responsibility of the Contractor.

C.2.3. The Contractor will furnish support vehicles sufficient to meet the needs for transportation of personnel, equipment and supplies within and between job sites at the project.

C.2.4 Rewritten as:

Furnished Materials. The Corps of Engineers shall furnish:

- **Topsoil if needed to backfill planting pits.**
- **Fertilizer and tree innoculants**
- **Weed guard mat barriers**
- **All bare root seedlings, up to 24 inches for spring and fall plantings.**
- **Root inoculations and fertilizer if determined necessary.**

C.3. Contractor Equipment and Safety

C.3.1 Contractor equipment may be inspected and approved by the Contracting Officer or his authorized representative prior to use. All applicable items must have operable safety equipment as specified in EM 385-1-1, Safety and Health Requirements Manual, dated 3 September 1996, available in the Raystown Lake Office.

C.3.2. All contractor employees must have and use personal protective devices as specified in EM 385-1-1 dated 3 September 1996. That equipment includes, but is not limited to, hard hats, hearing protection, footwear and eye protection. Required items will be furnished at no additional cost to the Government.

C.4. Contract Period

C.4.1. The installation shall commence within thirty (30) days following the receipt of Notice to Proceed. Services will be performed continuously as required by the Contracting Officer or his Authorized Representative during the contract period to accomplish the work excluding weekends and Holidays unless approved by the Contracting Officer. All work must be completed by May 31, 2004.

C.4.2. The Contractor is required to perform work Monday through Friday between the hours of 7a.m. and 5p.m. Work performed other than previously specified is to be approved in advance by Contracting Officer.

C.4.3. The Installation will be considered successful and completed when the Contracting Officer conducts a Final Inspection of various projects.

C.5. Invoicing and Payment

The Contractor shall submit an itemized invoice after completion of the wildlife habitat improvement projects. The invoice will contain, at a minimum, the contractor's name, address, contract number, date submitted and cost per bid item.

C.6. Deductions

If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed. Government provided seedlings that do not survive due to contractor error will be replaced by the contract at the contractors expense.

C.7. Default

Default of the contract shall be considered for various reasons relating to nonperformance of the contractual specifications.

C.8. Warranty

Furnished larger stock plants shall be guaranteed to be in a vigorous growing condition for a period of 12 months regardless of the contract time period. A plant shall be replaced at the contractor expense, one time under this guarantee. A written calendar time period for the guarantee of plant growth shall be furnished to the Contracting Officer. Seedlings and other plant material provided by the government will not require a warranty.

C.9. Final Inspection and Acceptance

Acceptance of services is the responsibility of the Contracting Officer or his/her authorized representative (COR). The Contractor will provide a letter stating that all facilities have been installed according the manufacturers recommendations.

C.10. Insurance

Pursuant to the contract clause entitled, Insurance—Work on a Government Installation, the contractor shall procure and maintain during the entire period of his performance under the contract the following minimum insurance.

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each vehicle) Bodily injury or death	\$ 200,000 per person \$500,000 per occurrence
Property Damage	\$20,000 per occurrence
Workers' Compensation and Employer's Liability	\$100,000 per person

Worker's Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State Worker's compensation and occupational disease statutes.

End of Section C

Appendix A.

**DECIDUOUS TREE PLANTING AT RAYSTOWN LAKE
PLANTING SPECIFICATIONS**

(sections not applicable have been deleted)

PART 1 GENERAL**1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF NURSERYMEN (AAN)

AAN-01 (1990) American Standard for Nursery Stock

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 2607 (1969) Peats, Mosses, Humus, and Related Products

1.3 SOURCE INSPECTIONS**1.3.1 Plant Materials**

Plant materials shall be subject to inspection at the growing site by the Contracting Officer.

1.4 SHIPMENT, DELIVERY, INSPECTION, STORAGE, AND HANDLING**1.4.1 Shipment****1.4.1.1 Preparation**

Digging and preparation for shipment shall be done in a manner that will not cause shock or damage to branches, trunk, or root systems.

a. Balled and Burlapped (BB) Plants: Ball size and ratio shall be provided as recommended by AAN-01. The ball shall be of a diameter and depth to encompass enough fibrous and feeding root system necessary for the full recovery of the plant. Removal shall be accomplished by hand digging or mechanical devices. Center the plant stem or trunk in the ball and clean cut all roots at the ball surface. No roots shall be pulled from the ground. The root ball shall be completely wrapped with burlap or other suitable material and securely laced with twine.

b. Balled and Potted (Pot) Plants: Ball size and ratio shall be provided as recommended by AAN-01. The ball shall be of a diameter and depth to encompass enough fibrous and feeding root system necessary for the full recovery of the plant. Removal shall be accomplished by hand digging or mechanical devices. The plant stem or trunk shall be centered in the ball and all roots

shall be clean cut at the ball surface. No roots shall be pulled from the ground. Containers shall be used to retain the ball unbroken. Container shall be sufficiently rigid to hold ball shape and protect root mass during shipping.

1.4.2 Delivery

1.4.2.1 Identification

Plants shall be identified with durable waterproof labels and weather-resistant ink. Plants shall have attached labels stating the correct plant name and size.

1.4.2.2 Protection During Delivery

Plants shall be protected during delivery to prevent desiccation of the plant or damage to the roots or balls. Branches of plants shall be protected by tying-in the branches and covering all exposed branches.

1.4.2.3 Topsoil (Will be provided by the Corps of Engineers if needed)

1.4.3 Inspection

Plant material shall be inspected upon arrival at the jobsite by the Contracting Officer for conformity to the paragraph PLANTS and paragraph Shipment, and any unacceptable plant material shall be removed from the jobsite.

1.4.4 Storage

1.4.4.1 Plant Storage

Plants not installed on the day of arrival at the site shall be stored and protected in areas designated by the Contracting Officer. Plants shall be protected from exposure to wind and shall be shaded from the sun. Covering that will allow air to circulate and prevent internal heat from building up shall be provided. Bare-root plants shall be heeled-in. All plants shall be kept in a moist condition by watering with a fine mist spray until planted.

1.4.5 Handling

Care shall be taken to avoid injury to plants. Materials shall not be dropped from vehicles. Balled and burlapped plants shall be handled carefully to avoid cracking or breaking the earth ball and container-grown plants shall be handled by the container. Plants shall not be handled by the trunk or stems.

PART 2 PRODUCTS

2.1 PLANTS

2.1.1 Varieties

Plants shall be nursery grown or plantation grown stock conforming to AAN-01 and shall be of the varieties specified in the plant list bearing botanical names listed in one or more of the publications listed under "Nomenclature" in AAN-01.

2.1.2 Substitutions

Substitutions will not be permitted without notifying the Contractor for approval by the Contracting Officer.

2.1.3 Growing Conditions

Plants shall be grown under climatic conditions similar to those in the locality of the project.

2.1.4 Quality

Well shaped, well grown, vigorous, healthy plants having healthy and well branched root systems shall be provided. Plants shall be provided free from disease, harmful insects and insect eggs, sun-scald injury, disfigurement and abrasion.

2.1.5 Size

Plants shall be furnished in sizes indicated. Plants larger in size than specified may be provided at no additional cost to the Government.

2.1.6 Measurement

Plant measurements shall be in accordance with AAN-01.

PART 3 EXECUTION

3.2 SITE PREPARATION

3.2.1 Layout

Plant material locations and bed outlines shall be staked on the project site before any excavation is made. Plant material locations may be adjusted by the Contracting Officer to meet field conditions.

3.2.2 Protection of Existing Vegetation

If lawns have been established prior to planting operations, the surrounding turf shall be covered before excavations are made in a manner that will protect turf areas. Existing trees, shrubbery, and beds that are to be preserved shall be barricaded in a manner that will effectively protect them during planting operations.

3.3 EXCAVATION

3.3.3 Plant Pits

Plant pits shall be dug to produce vertical sides and flat, uncompacted bottoms. When pits are dug with an auger and the sides of the pits become glazed, the glazed surface shall be scarified. [The size of plant pits shall be as shown.] [The minimum allowable dimensions of plant pits shall be 150 mm (6 inches) deeper than the depth of ball or the depth of base roots; for ball or root spreads

up to 600 mm, (2 feet,) pit diameters shall be twice the root spread; for ball or root spreads from 600 to 1200 mm, (2 to 4 feet,) pit diameters shall be 600 mm (2 feet) greater; for ball or root spreads over 1200 mm, (4 feet,) pit diameters shall be 1-1/2 times the ball root spread.]

3.5 PLANTING TIMES AND CONDITIONS

3.5.1 Deciduous Planting Time

Install deciduous plants prior to leaf-out between October 1 and November 30 or between March 20 and May 30.

3.5.4 Planting Conditions

Planting operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the planting operations, proposed planting times shall be submitted to and approved by the Contracting Officer.

3.6 INSTALLATION

3.6.3 Setting Plants

Plants shall be set plumb and held in position until sufficient soil has been firmly placed around roots or ball. Plants shall be set in relation to surrounding grade so that they are even with the depth at which they were grown in the nursery, or container.

3.6.10 Staking and fencing

3.6.10.2 Two Bracing Stakes – two 6 foot T-post will be used to secure

A minimum of 12 feet of 2 inch by 4 inch by 60 inch fence will be erected around each tree and secured to the T-post.

3.11 RESTORATION AND CLEAN UP

3.11.1 Restoration

Turf areas, pavements and facilities that have been damaged from the planting operation shall be restored to original condition at the Contractor's expense.

3.11.2 Clean Up

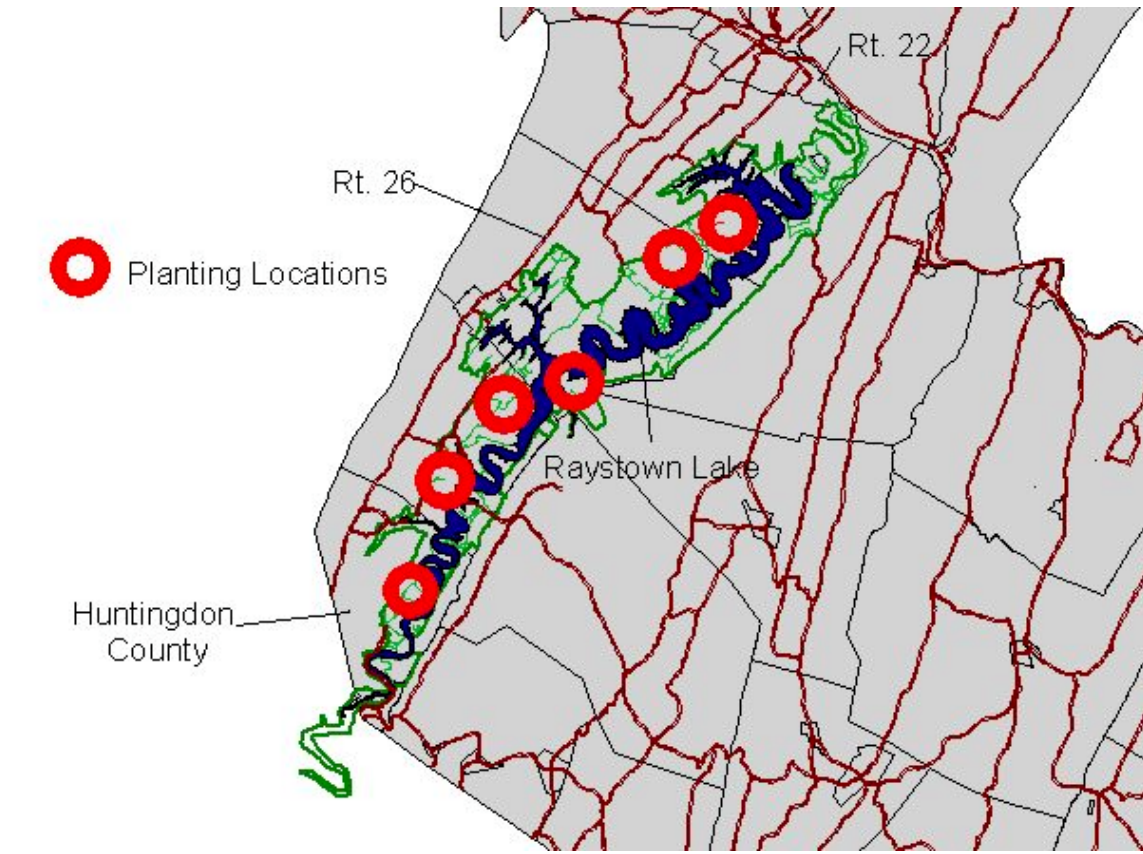
Excess and waste material from the planting operation shall be removed and disposed of off the site. Adjacent paved areas shall be cleared.

3.13 FINAL ACCEPTANCE

3.13.2 Final Inspection

A final inspection shall be held by the Contracting Officer to determine that deficiencies have been corrected. Time for the inspection shall be established in writing. Acceptance of the planting operation is subject to the guarantee of plant growth.

Map of Planting Locations.



<u>Wildlife Tree and shrub planting bid sheet</u>			
	Material	Number	Cost
001	Flowering Pear 5-6' bare root	5	_____
002	Snowdrift Crab-apple 5-6' bare root	13	_____
003	Transscendent Fl. Crab 5-6' bare root	15	_____
004	Seargent Crab-apple 5-6'	15	_____
005	Dolgo Fl. Crab 5-6' bareroot	10	_____
006	Granny Smith Apple 5-6' bareroot	5	_____
007	Banna Apple 5-6' bareroot	5	_____
008	Hawthorne 4' bareroot	20	_____
009	Large spruce 4-5 ft. container	60	_____
010	Large white pine 4-5ft. Container	60	_____
011	Arrowwood Viburnum 2-3 feet multi-branched; minimum 2 gal container.	15	_____
012	Chokecherry 2-3 ft. multi-branched; minimum 2 gal container.	15	_____
013	Alder 2-3 ft. multi-branched; minimum 2 gal container.	15	_____
014	Gray Dogwood 3 ft. multi-branched; minimum 2 gal container.	15	_____
015	Silky Dogwood 3 ft. multi-branched; minimum 2 gal container.	15	_____
016	Flowering Dogwood, 5-6 ft. Minimum 2 gallon container.	15	_____
017	Hawthorne 2-3 feet, Minimum 2 gallon container.	15	_____
018	Fence 60" 2x4 welded wire (12 ft. per fruit tree)	1056	_____
019	T-post 2 per tree	176	_____
020	tubex shelters	400	_____
021	Installation of trees, fencing and post for larger tree stock.	208	_____
022	Installation of smaller containerized unfenced stock	105	_____
023	Planting seedlings (fall)	10000	_____
024	install shelters (fall)	400	_____
<u>Total Cost</u>			_____

Wildlife Tree and shrub planting bid sheet

	Material	Number	Cost
001	Flowering Pear 5-6' bare root	5	_____
002	Snowdrift Crab-apple 5-6' bare root	13	_____
003	Transscendent Fl. Crab 5-6' bare root	15	_____
004	Seargent Crab-apple 5-6'	15	_____
005	Dolgo Fl. Crab 5-6' bareroot	10	_____
006	Granny Smith Apple 5-6' bareroot	5	_____
007	Banna Apple 5-6' bareroot	5	_____
008	Hawthorne 4' bareroot	20	_____
009	Large spruce 4-5 ft. container	60	_____
010	Large white pine 4-5ft. Container	60	_____
011	Arrowwood Viburnum 2-3 feet multi-branched; minimum 2 gal container.	15	_____
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023	Planting seedlings (fall)	10000	_____
024	install shelters (fall)	400	_____

Total Cost

(End of Summary of Changes)